



CSX DISTRIBUTION SERVICES & CSX EQUIPMENT

Robert F. Hochwarth
Senior Counsel

RECORDATION NO

FILED 1425

6425-A
FEB 21 1989 -3 55 PM

100 North Charles Street
Baltimore, MD 21201
(301) 237-4605

INTERSTATE COMMERCE COMMISSION
February 16, 1989

9-052A053

Secretary
Interstate Commerce Commission
Attention: Recordation Unit
12th Street & Constitution Avenue, N.W.
Washington, DC 20423

Date 2/21/89
Fee \$13.00

Gentlemen:

ICC Washington, D. C.

On behalf of CSX Transportation, Inc., enclosed for filing recording under 49 U.S.C. §11303(a) and the regulations promulgated thereunder, are four executed counterparts of a secondary document, not previously recorded, entitled Instrument of Satisfaction and Release dated December 1, 1986.

The parties to the enclosed release are:

Bankers Trust Company, as Agent (Vendor)
One Bankers Trust Plaza
New York, NY 10015

CSX Transportation, Inc., successor by merger to
Seaboard Coast Line Railroad Company (Vendee)
100 North Charles Street
Baltimore, MD 21201

The enclosed document, among other things, terminates that certain Conditional Sale Agreement dated as of December 1, 1971, among the Vendee and B. H. Hanson (Manufacturer), assigned to Vendor pursuant to an Agreement and Assignment dated as of December 1, 1971 from Manufacturer to Chemical Bank, whose interest was assigned to Vendor recorded with the Interstate Commerce Commission, and assigned Recordation No. 6425.

The units of equipment covered by the enclosed document are all units identified in said Conditional Sale Agreement as amended. A short summary of the document to appear in the ICC Index is as follows:

"Full and Complete Release."

Enclosed is a check in the amount of \$13 in payment of the filing fee.

Once the filing has been made, please return to the undersigned stamped copies of the Release not needed for your files, together with the fee receipt, a copy of the letter from the ICC acknowledging the filing, and an extra copy of this letter of transmittal.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. J. [unclear]". The signature is written in a cursive style with a large initial "R" and a smaller "J".

RFH/mm
Enclosures

RECORDATION NO. *6425-12*

FILED 1425

FEB 21 1989 -3 55 PM

INTERSTATE COMMERCE COMMISSION

INSTRUMENT OF SATISFACTION AND RELEASE dated as of December 1, 1986 by and between BANKERS TRUST COMPANY (the "Agent"), and CSX TRANSPORTATION, INC., (formerly Seaboard Coast Line Railroad Company), a Virginia corporation (the "Railroad").

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of December 1, 1971 (the "Conditional Sale Agreement") between B. H. Hansen (the "Vendor") and the Railroad, the Vendor agreed to construct, sell and deliver to the Railroad, on the terms and conditions therein set forth, certain cars described therein (the "cars");

WHEREAS, by an Agreement and Assignment, dated as of December 1, 1971 (the "Assignment"), the Vendor sold, assigned, transferred and set over to Chemical Bank, as Agent (whose interest was assigned to the Agent), its successors and assigns, all its right, title and interest under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement and Assignment were filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act 1971 and assigned Recordation No. 6425;

WHEREAS, the Conditional Sale Agreement provides that when the Railroad has paid the full purchase price for all of the cars, together with interest, and observed all the covenants and conditions of the Conditional Sale Agreement and Assignment, title to all of the cars shall pass to and vest in the Railroad, and the Railroad will be entitled to receive, upon request, an instrument whereby the Agent acknowledges satisfaction of all payments required to be made by the Railroad under the Conditional Sale Agreement and transfers all its right, title and interest in or to the cars to the Railroad; and

WHEREAS, the Railroad has made all payments and satisfied all of the covenants and conditions of the Conditional Sale Agreement and is therefore entitled to receive an instrument evidencing such satisfaction;

NOW, THEREFORE, in consideration of the mutual promises herein, and of Ten Dollars (\$10.00) paid to it by the Railroad, receipt of which is hereby acknowledged, the Agent does hereby (1) acknowledge satisfaction of all payments, covenants and conditions required of the Railroad under the Conditional Sale Agreement and Assignment, (2) transfer all its right, title and interest in or to the cars to the Railroad and (3) release and discharge the Railroad from said Conditional Sale Agreement and any supplement or amendment related thereto.

The Railroad does hereby release and discharge the Agent from any and all liability arising under the Conditional Sale Agreement and Assignment.

The Railroad will cause this instrument to be filed and recorded with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303, and will furnish a recorded counterpart thereof to the Agent.

This instrument shall be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Agent and the Railroad have caused this instrument to be signed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by their respective officers as of the day and year first above written.

BANKERS TRUST COMPANY
Agent

By: _____

[Signature]
VICE PRESIDENT

ATTEST:

[Signature]
VICE PRESIDENT

CSX TRANSPORTATION, INC.

By: _____

[Signature]
Asst. Vice-President and
Treasurer - CSX Equipment

ATTEST:

[Signature]
Corporate Secretary

STATE OF NEW YORK)
) ss:
CITY OF NEW YORK)

On this 8th day of December, 1986, before me personally appeared T. J. Moskio, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Bankers Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Valerie Ann Hedberg
Notary Public
VALERIE ANN HEDBERG
Notary Public, State of New York
No. 31-4836412
Qualified in New York County
Commission Expires March 30, 1987

My commission expires _____.

NOTARIAL SEAL

STATE OF MARYLAND)
) ss:
CITY OF BALTIMORE)

On this 19th day of November, 1986, before me personally appeared D. J. Voisard to me personally known, who being by me duly sworn, says that he is Assistant Vice-President and Treasurer - CSX Equipment of CSX Transportation, Inc., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Joan Ann Nolan
Notary Public

My commission expires July 1, 1990.

NOTARIAL SEAL